



INTELLIGENCE AND SECURITY BUREAU

MEMORANDUM OF UNDERSTANDING

**Between the
New Mexico Department of Homeland Security and Emergency Management
Intelligence and Security Bureau
&
The Albuquerque Police Department**

1. Memorandum of Understanding – Purpose

- A. This memorandum of Understanding (MOU) is enacted between the new Mexico Department of Homeland Security and Emergency Management (DHSEM), by and thorough the Intelligence and Security Bureau (ISB) and the Albuquerque Police Department (APD) for the purpose of providing user access to the APD Uniform Crime Reporting system (APD Records), to include but not limited to incident and accident reporting, supplemental reports and personal identification information to be used for the official business of the DHSEM ISB.
- B. This MOU is intended to facilitate the disclosure of information, including “personal information” as defined in NMSA 1978 § 66-1-4.14. The disclosure of personal and highly restricted personal information for use by any government agency in carrying out its functions is authorized under 18 USC § 2721(a)(2) and 2721(b)(1) and NMSA 1978 § 66-2-7.1. DHSEM ISB agrees to comply fully with these requirements.
- C. The DHSEM ISB will use the personal and highly restricted personal information for official government use only.

2. Memorandum of Understanding – Points of Contact

The APD point-of-contact for the support and enforcement of thus MOU shall be the Chief of Police, unless specifically delegated/designated, and the DHSEM ISB point-of-contact shall be the Bureau Chief for the ISB, unless specifically delegated/designated.

New Mexico Department of Homeland Security and Emergency Management
Intelligence and Security Bureau
Point-of-Contact Information

Name: Adam L. Simonson
Title: Bureau Chief, Intelligence and Security Bureau
Office Phone: (505) 476-0630
Mailing Address: DHSEM Intelligence and Security Bureau
13 Bataan Blvd.
Santa Fe, NM 87502

Albuquerque Police Department
Point-of-Contact Information

Name: Gordon Eden
Title: Chief of Police
Office Phone:
Mailing Address: Albuquerque Police Department
Office of the Police Chief
400 Roma Ave. NW, 5th Floor
Albuquerque, NM

3. Memorandum of Understanding – Use of Information by DHSEM ISB

Information obtained by DHSEM ISB through APD Records shall be used to inform intelligence and analytical products designed to facilitate the official functions of the DHSEM ISB and the New Mexico All Source Intelligence Center in its role as mandated by NMSA 2009 § 9-29-2. Any unauthorized use of information obtained from APD Records shall be considered a violation of this MOU and may subject the individual user to civil and/or criminal penalties.

DHSEM ISB shall provide the APD with a list of approved users annually, by 15 January of the year, and shall inform APD of any user who is to be removed from access in writing within 24 hours of any actions which necessitate removal.

4. Termination

The provisions of this MOU may be terminated by:

- A. NMDHSEM ISB due to the termination of the need for access to APD Records. Termination of the need for access under this circumstance shall be made to the APD point-of-contact, via e-mail, followed by a hardcopy/original request mailed to the APD point-of-contact at the address previously identified.
- B. APD may terminate individual user access upon e-mail, followed a hardcopy/original notice to NMDHSEM based upon a recorded infraction of the requirements aforementioned contained in sections 1 or 3 of this MOU. The reason for termination shall be provided in the notice. Termination shall take place immediately.
- C. Either party to this MOU may terminate the MOU without cause upon 30 days' notice to the other party, by e-mail, followed a hardcopy/original notice.

5. Liability and Limitations

As between the parties, each party acknowledges that it will be responsible for claims and damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of DGHSEM ISB and APD shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act,, Sections 41-4-1 et. Seq. NMSA 1978 as amended.

Neither NMDHSEM ISB nor APD shall be liable for any injury to personnel or damages to property unless such injury or damages is compensable under the laws for the State of New Mexico or applicable federal statutory authority.

This MOU does not convey nor confer rights or benefits on any other third parties.

There will be no charges levied upon either DHSEM ISB or APD unless enacted by legislative action.

Each party tot his MOU shall consider actions required to comply with this MOU as requirements for normal operations and will include any expenditures in their annual budget requests and expenditures.

Should the user need a specific piece of equipment to allow connectivity with the APD Records through direct or online services, DHSEM ISB is responsible to ensure the adequacy and to ensure that this equipment will not interfere with APD normal operations and activities, and shall be responsible for all maintenance, repair and replacement of this equipment.

The terms of this MOU are not intended to alter, amend or rescind any provisions of federal law. Any provisions of this MOU which conflict with Title 26 of the United States Code or other provisions of federal law will be null and void.

6. Execution of Memorandum of Understanding

IN WITNESS WHEREOF, parties have executed this memorandum of Understanding as of the date of signature by the Chief of the Albuquerque Police department, below or a specified date whichever is later.

By  _____ Date: 07/07/17
GORDON EDEN, CHIEF OF POLICE, ALBUQUERQUE POLICE DEPARTMENT

By  _____ Date: 07-07-2017
ADAM SIMONSON, BUREAU CHIEF DHSEM ISB